

BAY REACH CONDOMINIUM ASSOCIATION

GENERAL RULES AND REGULATIONS

These rules are a condensed listing of Rules and Regulations established to create a more cohesive environment for unit owners/tenants and their invited guests. For a complete listing and description of all Rules and Regulations, please refer to your Bay Reach Condominium documents; and in all instances, the Condominium documents will prevail. Your cooperation and attention to these rules is for the “greater good, aesthetic appearance and value” of our community.

VIOLATIONS:

1. Violations should be reported, in writing, to the Board of Directors of the Association.
2. Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
3. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
4. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

FACILITIES:

1. The commonly used facilities available for use by the unit owners within the Condominium are for the use of unit owners, their lessees and their respective family members and guests.
2. No guest of any unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or lessee.
3. Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner.

NOISE:

1. Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately soundproof.
2. Radios, televisions and other instruments, which may create noise, shall be turned to a minimum volume between 9:00 PM and 8:00 AM. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided. Owners/tenants and visitors must keep vehicle noise to a minimum.

OBSTRUCTIONS:

1. The parking areas, sidewalks, entrances, driveways, passages, patios, balconies, court, vestibules, stairways and corridors must be kept open and shall not be obstructed in any manner.
2. Rugs or mats must not be placed outside of doors, in corridors or on walkways.
3. No signs, notices or advertisements shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium.
4. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roofs thereon, except for installation constructed thereon by the Developer and/or by agents of the Developer.
5. No baby carriages or bicycles shall be allowed to stand in walkways, entrances courtyards or other common area of the Condominium. Personal items are not to be left in any common area.

CHILDREN:

1. Children shall not play in parking areas, walkways, stairs and courtyards.
2. Reasonable parental supervision must be exercised when children are playing on the grounds.

DESTRUCTION OF PROPERTY:

"Neither," unit owners nor their family members, lessees, contractor, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

EXTERIOR APPEARANCE:

1. The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on the purely aesthetic grounds within the sole discretion of the Association.
2. Awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, are to be approved by the Board of Directors. Approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.
3. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Association.
4. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

SIGNS:

There shall be no "For Sale" or "For Rent"/Lease" signs exhibited, displayed or visible from the interior or exterior of the Condominium or on any common ground, except for signs displayed by the Developer and/or agents engaged by the Developer.

CLEANLINESS:

All garbage and refuse from the Condominium shall be deposited with care in the garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

WINDOWS AND BALCONIES:

1. Plants, pots, receptacles, and other movable objects must not be kept, placed or maintained on ledges of windows, terraces or balconies.
2. No objects shall be hung from balconies, terraces or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors balconies or terraces.
3. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season.
4. Unit owners/tenants shall not throw cigars, cigarettes or any other objects from the balconies, doors, windows or terraces.
5. No cooking-shall be permitted on any balcony or terrace.
6. Unit owner shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces.
7. No sweeping or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces.
8. No balconies or terraces may be enclosed, except by the Developer.

INGRESS AND EGRESS:

1. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings.
2. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

STORAGE:

Personal property is not allowed to occupy any common element areas.

BICYCLES:

Bicycles must be placed or stored in the designated areas, not in common areas.

PLUMBING:

1. Common water closets and those common plumbing, shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be through therein.
2. Grease and other foreign substances shall not be poured down drains.
3. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

TRASH:

1. All refuse, waste, bottles, cans, and garbage, etc, shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.
2. Trash collection containers may be used only between 7:00 A.M. and 11:00 P.M...

ROOFS:

Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roofs for any purpose whatsoever.

EMPLOYEES:

1. No unit owner shall direct, supervise or in any manner attempt to assert control over the employees of the Association unless considered an emergency.
2. Employees are to be directed by the Property Manager or Board of Directors.

CONSTRUCTION/REMODELING:

1. The Bay Reach Board of Directors must approve any painting, decorating modification to the exterior of any unit. There is to be no modification of landscaping except by the Association. No balconies or terraces may be enclosed.
2. All interior work that involves the structure, plumbing, electrical or mechanical systems require permits issued by the West Palm Beach Building Department. Unit owners are responsible for complying with applicable law.
3. Construction equipment that makes noise should be used between 8:00 AM and 5:00 PM, Monday through Friday only.
4. Construction trash is to be properly discarded. Anything that cannot fit in the compactor access door is to be removed at the homeowner/tenant expense. Under no circumstance

is any trash to be left in front of the compactor gate or on the walkway to the compactor door.

SOLICITATION:

There shall be no solicitation by any person anywhere upon the Condominium property for any cause, charity, or for any purpose whatsoever, unless specifically authorized by the Board of Directors.

PETS:

1. One (1) pet weighing a maximum of twenty-five (25) pounds is permitted. No more than one (1) pet may be kept or harbored within the unit.
2. Exotic pets or exotic animals shall not be kept or harbored within the confines of a unit.
3. All pets must be registered with the Association. Unit owners/tenant(s) must submit by January 1st of each year a copy of their pet rabies vaccination and weight verification from their veterinarian.
4. No pet or animal shall be maintained or harbored within a unit that would create a nuisance to other unit owners/tenant(s).
5. Pets must be kept on a leash at all times.
6. No pets are permitted within the club house/pool area.
7. No aggressive dogs as per attached list.

ACCESS:

The Association shall retain a pass key to each unit including garages. No unit resident shall alter any lock or install a new lock on any door of any unit without consent of the Association. In case such consent is given, the resident shall provide the Association with a new key for the use of the Association pursuant to its right of access to the unit.

CLUBHOUSE / POOL/ PHYSICAL FITNESS ROOM:

1. The Clubhouse, pool area and fitness center are for the exclusive use of unit owner/tenant(s) and their guests.
2. Maximum of six (6) guests per household. This ensures the tranquility of other residents.
3. Residents and their guests using the swimming pool do so at their own risk. Lifeguards are not on duty.
4. Glass containers of any kind are not permitted in the pool area.
5. A shower must be taken before entering the pool and all oils removed.
6. Diving, shouting, running and playing of games around the pool is prohibited.
7. No pool furniture is to be removed from the pool area.
8. No person(s) under the age of 16 shall be permitted in the Clubhouse, pool and fitness areas unless accompanied by an adult and under adult supervision (over 18).
9. Children who are not toilet trained, whether wearing diapers or not, are prohibited from entering the swimming pool
10. Unit owner/tenant(s) shall be responsible for any damage done to equipment or furnishings. No wet clothing shall be allowed in the Clubhouse.
11. Unit owner/tenant(s) and their guests shall be responsible for wiping down the fitness equipment after use.
12. Unit owner/tenant(s) shall notify the Property Manager of any malfunction or damage noted to any fitness equipment.
13. The Clubhouse may be reserved for private parties. A security deposit will be required but the unit owner will be responsible for all clean up. Priority for Clubhouse use shall be given to Association sponsored events.
14. No pets are allowed in the Clubhouse, pool and fitness center areas.
15. External sound systems are not permitted the pool area, so as not to invade resident's personal space.
16. Fishing inside gated pool area is not permitted.
17. Fireworks are not permitted in common areas.

18. Residents who use the Barbeques must clean after use.

PARKING/MOTOR VEHICLE RULES AND REGULATIONS

1. Vehicles must be parked in assigned, numbered spaces. Vehicles not so parked are subject to being towed. Guest spaces are for guest use only.
2. Any vehicle parked in another unit owner's assigned spot is subject to immediate removal by the association towing company.
3. All vehicles must park within the painted lines and be pulled up close to the parking bumper.
4. There shall be no parking along the grassed or curbed roadways.
5. No motorized vehicle of any type shall operate within the community unless driven by a licensed driver.
6. All vehicles within the community shall be properly registered and have current license tags.
7. Any vehicle that can not operate under its own power shall not be permitted within the community for longer than 24 hours unless enclosed within a garage.
8. Speed within the community must not exceed 10 mph.
9. All posted signs within the community must be observed.
10. There shall be no mobile homes, trailers of any type, or boats parked anywhere within the community at any time unless enclosed within a garage.
11. No maintenance or repair of vehicles, except for emergency repairs, shall be made within the community unless enclosed by a garage.
12. Guest parking spaces should not be used by the same vehicle for longer than 48 hours.
13. Light duty/heavy duty commercial vehicles are not permitted.

14. Trucks that have building supplies displayed such as refuse, racks, tools, machinery or building supplies in the bed of the truck are not permitted.
15. Diesel trucks are not permitted.
16. Vehicles with modified engines and exhaust systems that create excessive noise and Motor Cycles are not permitted.
17. Garage doors must be kept closed when not occupied.
18. Signs of any type are not permitted to be attached to garage doors.

SALE/LEASE RULES AND REGULATIONS:

1. An owner is not allowed to rent his or her unit within the first full year after purchase.
2. A \$500.00 security deposit is to be included with all rental applications to be approved. Upon approval, the security deposit shall be deposited in a non interest bearing Escrow account. In the event that an approval is conditional, a security deposit equal to one (1) months rent will be required and therefore the basic \$ 500.00 deposit does not apply. **Note: Escrow Deposit is non-interest bearing.**
3. Leasing of a unit shall be limited to a minimum of six (6) months consecutive.
4. A residency application and a Board interview shall be completed before the sale or lease of a residence and/or dock.
5. An application and Board approval are required for sale or lease of any garage or dock.
6. Applications for sale or lease of garages, docks or parking spaces to non-residents of will not be approved.
7. Prospective unit owners/tenant(s) shall pay a \$100.00 non-refundable residency application.
8. No sale/lease shall be approved unless all financial obligations to the Association have been met.
9. No sale/lease shall be finalized without the written approval of the Board of Directors.
10. There shall be no transient residents.
11. There shall be no subleasing of a unit permitted under any circumstance.
12. Unit owners/tenant(s) are responsible for following all of the rules and regulations in the

governing documents and those created by the Board of Directors.

13. Any damage to furnishings, equipment, buildings, common elements caused by the unit owner/tenant, contractor, guests or invitees shall be repaired at the sole expense of the unit owner.

MOVE IN/OUT PROCEDURES:

1. Move in/Move out times are 8:00AM to 9:00 PM for noise reasons.
2. Items that are being discarded need to be placed in the trash compactor. Items that can not fit in the trash compactor, arrangements should be made to have it removed and/or donate.

DOCK RULES AND REGULATIONS:

1. The Board of Directors must approve all dock leases. In no case will leases to non-residents of Bay Reach be approved.
2. All vessels that are docked at Bay Reach shall file a Vessel Registration form with the Association Property Manager.
3. All vessels docking at the Bay Reach docks shall carry a marine insurance policy, and file a Boat Insurance Coverage Affidavit.
4. All vessels must be either registered, or federally documented, and must be able to move under their own power. Under no circumstances will neglected or abandoned vessels be allowed to remain in the dock spaces.
5. Noise should be kept to a minimum at all times.
6. There will be no overnight stays aboard boats while docked at Bay Reach.
7. Sub-leasing of slips by tenants is not permitted.
8. No Wake. Boat owners are responsible for damage caused by the boat's wake.
9. No obstructing of the docks, walkways or access to slips by any means, including garbage, power cords, repair materials, lines, fenders, or vessel gangways.
10. Decks shall be kept free and clear of debris, bottles, papers, trash or unsightly materials at all times.
11. Washing and drying of laundry on docks, bulkhead, pilings, decks or rigging, is not permitted.

12. Any work performed on boats by outside workmen must be between the hours of 8:00 AM and 5:00 PM Monday through Friday.
13. Vessels must be kept and maintained in a presentable condition. The vessel must not appear to be a derelict boat.
14. Contractors are required to be licensed and have Workers Compensation.
15. Major repairs will not be permitted at the docks. No spraying of paint, gel coat, lacquer, or varnish and no grinding of fiberglass.
16. Refuse, garbage, sewage, or black water is not to be discharged overboard.
17. Oil, spirits, flammables, gas, diesel and oily bilges will not be discharged into canal waters. Bay Reach has the right to request this vessel be removed from the canal docks, at the owner's expense and risk, and the owner shall pay all charges involved to effect clean up.
18. No fuel trucks are permitted on the property.
19. In the event of a Tropical Depression or Hurricane Watches/Warnings, all vessels are to evacuate the docks.
20. It is the owner's responsibility at all times to keep the vessel tied securely so as to not cause abrasion damage to the bulkhead and pilings and or to install mooring whips to properly keep the vessel away from the bulkhead. No lifts will be permitted.

This is a ZERO tolerance community. Any suspicious activity or alleged drug trafficking or possession will not be tolerated. Local Police, Coast Guard and/or Marine Patrol authorities will be notified. Illegal activities will result in evictions.

Compliance with these Rules and Regulations are mandatory for the mutual benefit of all so as to ensure a safe, pleasant and comfortable environment for all residents.

ALL rental applicants must provide a completed application form and include a \$500.00 security deposit which will be submitted to the Board of Directors for approval prior to taking residency. Allow ten (10) days for processing your application.

I/We hereby acknowledge that I/We have read the Bay Reach Condominium Association General Rules and Regulations and will abide by them.

Print Name

Signature of Owner/Tenant

Date

Print Name

Signature of Owner/Tenant

Date